

REQUEST FOR PROPOSAL



FOR

**PROGRAM MANAGEMENT SERVICES FOR THE CLEANING AND
IMPROVEMENTS TO EAST BATON ROUGE PARISH STORM WATER
CONVEYANCE STRUCTURES**

City-Parish Project No. 21-DR-US-0029

Solicitation No.: 20008-A21-12

RELEASE DATE: July 20, 2021

RFP OPENING DATE: August 10, 2021, at 2:00 PM

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE
OFFICE OF THE MAYOR-PRESIDENT
DIVISION OF PURCHASING

July 20, 2021

KEY REMINDERS TO PROSPECTIVE PROPOSERS

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFP and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Retain the complete set of specifications and contract documents for your files.

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City of Baton Rouge, Parish of East Baton Rouge, Louisiana
Request for Proposal No. 20008-A21-12
PROGRAM MANAGEMENT SERVICES FOR THE CLEANING AND
IMPROVEMENTS TO EAST BATON ROUGE PARISH STORM WATER
CONVEYANCE STRUCTURES
July 20, 2021

1. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions, and policies from bona fide, qualified proposers who are interested in providing program management services for the cleaning and improvements to East Baton Rouge storm water conveyance structures.

2. General Instructions

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing
P.O. Box 1471
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **August 10, 2021**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division
222 Saint Louis Street
8th Floor, Rm. 826
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **August 10, 2021, by 2:00 PM**, local time. Proposals submitted for consideration should follow the format and order of presentation described below:

- Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [***Original***] **ARP Drainage Program Management Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [***Copy***] **ARP Drainage Program Management Services**, one (1) digitally signed proposal on CD/USB drive in PDF format, marked **ARP Drainage Program Management Services**, and one (1) redacted copy of vendor's proposal, if applicable.
- **Cover Letter:** Containing a summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
 - a. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or

- b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- c. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- **Table of Contents:** Organized in the order cited in the format contained herein.
- **Proposer Qualifications and Experience:** All Program Managers bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. Program Managers must hold an active commercial license issued by the Louisiana State Licensing Board for Contractors in the classification of one or more of the following classifications: **NON-HAZARDOUS WASTE TREATMENT & DISPOSAL (PREFERRED) or HIGHWAY STREET AND BRIDGE CONSTRUCTION, and must show their license number on the face of the sealed proposal envelope.**

This section should provide information on the Proposer's historical background and experience on drainage maintenance or drainage construction projects, including the Proposer's previous experience with proposed joint ventures and key Subcontractors. The Proposer's background should include: the number of years that the company has been in existence; the number of years the organization of the disaster recovery team has been in existence, and the Proposer's history and experience working with the proposed joint venture or major Subcontractors on storm drain / canal cleaning and debris removal.

Each Proposer is required to submit with the Proposal certified supporting data regarding the Proposer's experience, qualifications, and suitability for the work to be performed including the following information, sworn to under oath by the Proposer, or, if a corporation, an authorized representative:

1. The Proposer should document his/her thorough understanding of the elements affecting the removal and management of mixed debris from storm water structures. The experience and expertise of contract managers and key personnel should be discussed.
2. The Proposer's disclosure should include his knowledge of the regulations affecting the removal and disposal of mixed debris.
3. The Proposer should document his expertise and experience in accessing, removing, and disposing of specialty debris, including hazardous stumps and dead animals. The Proposer should document his expertise and experience in debris removal.
4. The Proposer should document his expertise and experience in assisting governmental entities in providing community relations, including the company's ability to create audio/visual presentations and fact sheets.
5. The City-Parish will verify past performance by contacting the client references provided. The Proposer must list a minimum of five separate and verifiable storm water improvement projects and his respective clients. Clients listed must be for completed work on storm water

improvement projects and debris removal and processing projects. At least two of the client references shall be for a storm water improvement project performed for a public or governmental agency. At least two of the client references shall be for storm water improvement project performed as the lead Program Manager. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the joint venture, if applicable. Information on each client shall be provided in the following format:

- Project/event title
 - Client name, address and telephone number
 - Contact person and telephone number
 - Location of project (if different than above)
 - Project team
 - Performance period
 - Approximate fee for services
 - Brief description of project
 - Quantity of debris removed
6. The Proposer shall submit the company's past two years of audited financial statements or annual reports to demonstrate its current financial condition and stability. The audited financial statements or annual reports shall be prepared by an outside certified public accounting firm for the Proposer covering two twelve-month periods ending December 31, 2019, and 2020, or the two most recent fiscal years. The City-Parish will maintain the confidentiality of such financial data to the extent allowed by law.
 7. The successful Proposer shall submit annually the Company's audited financial statements to demonstrate the Program Manager's financial stability. Failure to provide such information on an annual basis within 30 days of the anniversary date of Contract may result in the termination of the Contract.
 8. Availability of the contract managers and key personnel must be identified. The Proposer shall identify subcontractors and the intended scope of their work. The City-Parish expects personnel, subcontractors and equipment identified in the Proposal response to be available for work to complete services identified under this RFP. The Proposer must provide an estimate of the current workload and all future commitments to other contracts. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects. The Proposer shall provide a list of all current contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida for similar storm water program management services and provide reasonable assurance that such contracts will not interfere with or preclude the Proposer from responding to this City-Parish project. The Proposer shall disclose future contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida throughout the term of the Contract and provide reasonable assurance that such obligations will not preclude the Proposer from meeting its obligations under this RFP.
 9. The Program Manager will be required to develop an overall strategy for execution and completion of the ARP Drainage Plan. The strategy will address issues related to maintenance, construction, and inspection activities including permitting, utility locations, design reviews, coordination between contractors, right-of-way activities and all items that influence project completion schedules. The Program Manager will confer with City/Parish to establish the program strategy, schedules and specific protocols/procedures for dispute resolution between DTD and PM. Prior to plan execution, a rights and responsibilities matrix will be developed to clearly delineate authorities, deliverables, and communications. Procedures will be developed to address and resolve unexpected program issues in a timely manner. The strategy will also address assisting the City-Parish with development of grant packages for state and federal

- funding opportunities, as well as assisting the City-Parish with development of Cooperative Endeavor Agreements and/or Memorandums of Understanding, as required, with state and local entities.
10. The Program Manager will establish a preliminary **ARP Drainage** Plan schedule and budget and establish milestone dates for all activities/events necessary to advance each project from scope of work to completion in accordance with the Program Strategy.
 11. Program Manager will perform or cause to be performed Phase I Environmental Site Assessments, Phase II Investigations as required, and all other state and federal investigations and permits as necessary. All activities will be coordinated with the Louisiana Department of Environmental Quality (LDEQ), Louisiana Department of Transportation and Development (DOTD), Louisiana Department of Natural Resources (LDNR), the U.S. Army Corps of Engineers and others as appropriate.
 12. Program Manager will provide a system for monitoring and controlling all project management, work scoping, maintenance, construction, and inspection activities. The system will be easily understood and accessible by City/Parish, consultants, and contractors. The program manager will establish key performance indicators with targets within status reports. This will aid in identifying performance issues early on, providing DTD the opportunity to address proactively. Project status reports will be provided on a monthly basis to City/Parish and may include review sessions on progress against each deliverable to determine if additional action is required. A component of reporting will consist of activity & task tracking, project spending versus budget, and project fund balance forecasting.
 13. Program Manager will represent City/Parish in assuring that all projects are scoped, designed and constructed in accordance with the policies outlined in the Program Strategy. The Program Manager's oversight responsibilities shall at a minimum include the following:
 - a. Assist the City/Parish in the preparation of the scope of services and RFP packages for the selection of design consultants. Receive and resolve design issues in corporation with DPW from the design consultants;
 - b. Perform or cause to be performed necessary agreements and permits for each project prior to construction;
 - c. Review construction plans, right-of-way maps, and specifications and forward contract documents to City/Parish for contract letting;
 - d. Assist the City/Parish in the bid and award of construction and maintenance contracts.
 - e. Perform construction management, construction contract administration, and assist in construction inspection.
 - f. Establish protocols for managing scope change requests, extraordinary expenses, cost compression, etc.
 14. The City-Parish is committed to ensuring that small, disadvantaged, veteran and women-owned businesses are not inhibited from bidding on or proposing for contracts and consulting agreements related to the ARP Drainage Program. To aid in supporting this, the Program Manager shall work collaboratively with the newly created Division of Supplier Diversity within City-Parish Purchasing Department, to ensure that SEDB's are fully and properly participating in publicly-funded contracts and purchases for the ARP Drainage program.
 15. Program Manager will coordinate utility marking activities to minimize their impact the schedule of the proposed construction.

16. Program Manager will develop and implement a communication and informational program to routinely inform the citizens of East Baton Rouge City-Parish on the status of the ARP Drainage Program.
17. Program Manager will develop and maintain a system for recording, tracking and forecasting all ARP Drainage Program costs. The Program Manager will provide information and coordinate with the DWP Capital Program Office and City-Parish Finance Department as requested. In addition, the program manager will be required to maintain financial records in a manner consistent with generally accepted accounting practices, while providing access to financial information for auditing/review purposes at any time deemed appropriate by the City-Parish. An audit of all financial records associated with the ARP Drainage Program will occur at least annually until the program is completed.

The Program Manager can anticipate the following from the City-Parish, as normal course of financial management:

- a. Monthly and quarterly financial reviews
 - b. Quarterly financial reports of purchase orders and contracts let against the budget, by project.
 - c. Monthly change order reviews
18. All Proposers hereunder must furnish satisfactory evidence to the City-Parish that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of this Contract and Contract Documents. Proposers shall provide personnel to manage the work that possess operating experience in performing Storm Water Program Management Services or other related debris removal and management services.
 19. Proposers who submit qualifications and experience information relying on personnel other than those directly employed by the Proposer shall provide evidence and assurance as may be required by the City-Parish that those personnel are in direct and daily management and control of the work required by these Contract Documents. Examples of such personnel are those from the Proposer's parent company, affiliates, joint venture, or other entity accepted by the City-Parish.
 20. Proposers shall inform the City-Parish of any and all instances wherein a debris removal services contract, or any related solid waste services contract, held by the Proposer has been terminated or assigned to others prior to its contract expiration date. Proposer shall make available to the City-Parish any information regarding the nature and circumstances of the termination as the City-Parish may deem necessary.
 21. Proposers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Proposer's obligations under the Contract Documents.

- **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted with the proposal and should be in a separate, sealed envelope detached and separated, and shall include, but not limited to,

Attachment B-1. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFP on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the ARP Drainage Program Management Services and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://www.wcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://www.wcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

3. Receipt of Proposals

PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH ON OR BEFORE THE SUBMISSION DEADLINE.

The City-Parish will NOT accept proposals delivered after the deadline.

4. Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP Issued</i>	<i>July 20, 2021</i>
<i>Pre-Proposal Conference</i>	<i>Not Required</i>
<i>Deadline to Receive Written Inquiries</i>	<i>July 29, 2021 (5:00 PM, local time)</i>
<i>Deadline to Answer Written Inquiries</i>	<i>August 4, 2021</i>
<i>Proposal Submission Deadline</i>	<i>August 10, 2021 (2:00 PM, local time)</i>
<i>Oral Discussions with Proposers (if needed)</i>	<i>To be scheduled if necessary</i>
<i>Notice of Intent to Award</i>	<i>To be scheduled (approx. 2-4 weeks after # 5-6)</i>
<i>Contract Initiation</i>	<i>Tentatively August 30, 2021</i>

The City-Parish reserves the right to deviate from these dates.

If the City-Parish identifies a likely Program Manager, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in “Attachment D” for **ARP Drainage Program Management Services** and the proposal forms shown in “Attachment B” and “Attachment B-1.”

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

Proposer Inquiry

Proposers shall submit **ONLY** written questions related to the proposal not later than **5:00 PM on July 29, 2021**, to:

Kris Goranson
Director
Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821
Email: RFP2112PMSSWCS@brla.gov
Fax: (225)-389-4841

or deliver by hand to the physical location:

222 Saint Louis Street, Rm. 826
Baton Rouge, LA 70802

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **5:00 PM on July 29, 2021**.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

By responding to this RFP, the Proposer agrees to the City-Parish’s required Contract Terms and Conditions as provided in “Attachment D” and therefore waives any future right to contest the required provisions.

5. Intent

The intent of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by the City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in performing program management services resulting from, but not limited to, storm water projects identified for the first round of American Rescue Plan (ARP) funds. The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed.

The City will negotiate an agreement with the proposer whose proposal is the most responsive to this RFP. The City reserves the right to reject any or all responses. The Program Manager shall assist the Department of Transportation and Drainage (DTD) in managing the ARP Drainage Storm Water Conveyance Improvement Plan. Services are outlined herein; however, it is encouraged that firms be prepared to provide proposals that could potentially improve on the program management needs of the City-Parish.

The City-Parish desires to select one Proposer to provide the services described herein but retains the right to select multiple firms to provide services advertised herein. The Prime Proposer may not subcontract the specified services without the written agreement of the City-Parish. These services will not be authorized until such time as a Notice to Proceed has been issued.

The City-Parish expects to achieve the following outcomes through a new contract.

- Obtain a skilled and qualified Prime Proposer that has a strong record and experience with all applicable State and Federal Specific Guidance(s) and policies related to storm water management, debris collection, removal, processing, disposal and program management services so that City-Parish is assured to get dependable, responsive, proven and expert services.
- Obtain the lowest possible pricing with a fixed long-term price.
- Establish a cost-effective contract that can provide immediate response to the City-Parish’s desire to expeditiously complete the identified drainage and improvement project work.

6. Background

The City of Baton Rouge and Parish of East Baton Rouge currently seeks to leverage the finding of our Storm Water Master Plan and existing Capital Projects already under way to improve the drainage thru out five major tributaries. It is the intent of the City-Parish to enter into a services contract with a firm for Program Management Services to begin August 30, 2021, for a one-year period with an option to extend four additional, successive one-year periods.

Situated in the southeastern part of central Louisiana, Baton Rouge is the state's capital and second largest city with an estimated population of 221,600. East Baton Rouge Parish has a population 440,960. The land area of city parish is 455 square miles. The parish’s population density is 979.5 people per square mile. The Program Management Services in the contract will cover storm water cleaning & improvement projects for the entirety of East Baton Rouge City-Parish.

Most recently, we have identified 24 canal segments, 2,450 drainage boxes, 1,100 cave-in, 1,300 roadside ditches, 1 bridge replacement, 1 subdivision drainage project, and several concrete canal panels that are in need of routine maintenance, cleaning, repairs, and or improvements.

7. Mission

The City-Parish Department of Transportation and Drainage desires to issue a contract for program management services resulting from the allocation of Phase I of the American Rescue Plan funds for drainage cleaning and improvements across East Baton Rouge City-Parish.

8. Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denote desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. Department – Department for whom the solicitation is issued.
- H. Director – Director of Purchasing
- I. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- J. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- K. TDSRS - Temporary Debris Staging and Reduction Sites - Site where collected debris is taken by the Program Manager(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- L. State - State of Louisiana State Agencies such as but not limited to the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP); Department of Transportation and Development (DOTD); Department of Natural Resources (DNR); Louisiana Department of Environmental Quality (DEQ)
- M. FEMA - Federal Emergency Management Agency
- N. FHWA - Federal Highway Administration
- O. Contract - The written Agreement between the City and the Proposer which defines the work to be completed and shall be understood to include the plans, specifications, information for proposers, agreement, notice to proposers, affidavit, RFP, bid bond, contract bond, notice of award, notice to proceed, and change orders and claims.

- P. Contract Execution – The date on which Program Manager executes and enters into a Contract with the City to perform the Work.
- Q. Contract Price – The total monies, adjusted in accordance with any provision herein, payable to the Program Manager under this Contract.
- R. Authorized Representative – City employees and/or contracted individuals designated by the City or City Debris Manager.
- S. Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- T. Cleanup Crew – A group of individuals and/or an individual working for the Program Manager, collecting disaster debris.
- U. Contract Time – The period of time stated in this Contract for the completion of the Work.
- V. City Approved Final Disposal Site – A final disposal location approved in writing by the City.
- W. Debris – Items and materials removed from storm water conveyance systems. Examples of debris include, but are not limited to, trash, trees, vegetation material, yard waste, construction and demolition debris and personal property.
- X. Electronic Waste (E-waste) – Electronics that contain hazardous materials, such as cathode ray tubes. Examples of electronic waste include computer monitors and televisions. Typical electronic waste products contain minerals and chemicals that require specific disposal methods.
- Y. Household Hazardous Waste – Leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. Examples include products, such as paints, cleaners, oils, batteries, and pesticides that contain hazardous ingredients and require special care when you dispose of them.
- Z. Debris Management Site (DMS) – A location to temporarily store, reduce, dewater, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- AA. Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- BB. Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Program Manager(s), subcontractors and individual crews.
- CC. Demobilization – Following the completion of services provided under the resulting contract, the Program Manager will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Program Manager will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

9. Scope of Work

1.0 Scope of Program Management Services

- 1.1 The Program Manager shall assist the Department of Transportation and Drainage (DTD) in managing the *ARP Drainage Storm Water Conveyance Improvement Plan*. Services are

intended to include the following, however it is encouraged that firms be prepared to provide proposals that could potentially improve on the program management needs of the City-Parish.

The City-Parish reserves the right to reject all of the submittals in response to this Request for Proposals, and the right to select multiple firms for negotiation of the services advertised herein.

1.2 Development of a Program Strategy

- 1.2.1 The Program Manager will be required to develop an overall strategy for execution and completion of the *ARP Drainage* Plan. The strategy will address issues related to maintenance, construction, and inspection activities including permitting, utility locations, design reviews, coordination between contractors, right-of-way activities and all items that influence project completion schedules. The Program Manager will confer with City/Parish to establish the program strategy, schedules and specific protocols/procedures for dispute resolution between DTD and PM. Prior to plan execution, a rights and responsibilities matrix will be developed to clearly delineate authorities, deliverables, and communications. Procedures will be developed to address and resolve unexpected program issues in a timely manner. The strategy will also address assisting the City-Parish with development of grant packages for state and federal funding opportunities, as well as assisting the City-Parish with development of Cooperative Endeavor Agreements and/or Memorandums of Understanding, as required, with state and local entities.

1.3 Develop the Program Schedule and Budget

- 1.3.1 The Program Manager will establish a preliminary *ARP Drainage* Plan schedule and budget and establish milestone dates for all activities/events necessary to advance each project from scope of work to completion in accordance with the Program Strategy. The Program Manager shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all Work as defined in the RFP specifications. The Program Manager will supervise and direct all work, workers and equipment. The Program Manager is solely responsible for the means, methods, techniques, sequences, safety program and procedures used. The Program Manager will employ and maintain a qualified and accessible supervisor in the area of operation who shall have the full authority to act on behalf of the Program Manager. All communications given to the supervisor in writing by the City/Parish shall be binding.

1.4 Environmental & Permitting

- 1.4.1 Program Manager will perform or cause to be performed Phase I Environmental Site Assessments, Phase II Investigations as required, and all other state and federal investigations and permits as necessary. All activities will be coordinated with the Louisiana Department of Environmental Quality (LDEQ), Louisiana Department of Transportation and Development (DOTD), Louisiana Department of Natural Resources (LDNR), the U.S. Army Corps of Engineers and others as appropriate.

1.5 Program Monitoring and Control

- 1.5.1 Program Manager will provide a system for monitoring and controlling all project management, work scoping, maintenance, construction, and inspection activities. The

system will be easily understood and accessible by City/Parish, consultants, and contractors. The program manager will establish key performance indicators with targets within status reports. This will aid in identifying performance issues early on, providing DTD the opportunity to address proactively. Project status reports will be provided on a monthly basis to City/Parish and may include review sessions on progress against each deliverable to determine if additional action is required. A component of reporting will consist of activity & task tracking, project spending versus budget, and project fund balance forecasting.

1.6 Consultant and Contractor Oversight

- 1.6.1 Program Manager will represent City/Parish in assuring that all projects are scoped, designed and constructed in accordance with the policies outlined in the Program Strategy. The Program Manager's oversight responsibilities shall at a minimum include the following:
 - 1.6.1.1 Assist the City/Parish in the preparation of the scope of services and RFP packages for the selection of design consultants. Receive and resolve design issues in corporation with DPW from the design consultants;
 - 1.6.1.2 Perform or cause to be performed necessary agreements and permits for each project prior to construction;
 - 1.6.1.3 Review construction plans, right-of-way maps, and specifications and forward contract documents to City/Parish for contract letting;
 - 1.6.1.4 Assist the City/Parish in the bid and award of construction and maintenance contracts.
 - 1.6.1.5 Perform construction management, construction contract administration, and assist in construction inspection.
 - 1.6.1.6 Establish protocols for managing scope change requests, extraordinary expenses, cost compression, etc.

1.7 Socially and Economically Disadvantage Business Support

- 1.7.1 The City-Parish is committed to ensuring that small, disadvantaged, veteran and women-owned businesses are not inhibited from bidding on or proposing for contracts and consulting agreements related to the ARP Drainage Program. To aid in supporting this, the Program Manager shall work collaboratively with the newly created Division of Supplier Diversity within City-Parish Purchasing Department, to ensure that SEDB's are fully and properly participating in publicly-funded contracts and purchases for the ARP Drainage program.

1.8 Utility Identification & Locations

- 1.8.1 Program Manager will coordinate utility marking activities to minimize their impact the schedule of the proposed construction.

1.9 Public Involvement

- 1.9.1 Program Manager will develop and implement a communication and informational program to routinely inform the citizens of East Baton Rouge City-Parish on the status of the ARP Drainage Program.

1.10 Program Financial Management

1.10.1 Program Manager will develop and maintain a system for recording, tracking and forecasting all **ARP Drainage Program** costs. The Program Manager will provide information and coordinate with the DWP Capital Program Office and City-Parish Finance Department as requested. In addition, the program manager will be required to maintain financial records in a manner consistent with generally accepted accounting practices, while providing access to financial information for auditing/review purposes at any time deemed appropriate by the City-Parish. An audit of all financial records associated with the ARP Drainage Program will occur at least annually until the program is completed.

1.10.2 The Program Manager can anticipate the following from the City-Parish, as normal course of financial management:

1.10.2.1 Monthly and quarterly financial reviews

1.10.2.2 Quarterly financial reports of purchase orders and contracts let against the budget, by project.

1.10.2.3 Monthly change order reviews

1.11 Other Contracts:

1.11.1 The Program Manager shall disclose present and any future **Storm Water Management** contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida throughout the term of this Contract, and provide reasonable assurance to the City/Parish that such obligations will not preclude the Program Manager from meeting its obligations under this Contract. Such disclosure shall be provided to the City/Parish within 7 days of entering into said contractual obligations.

2.0 Technical Disaster Recovery Assistance

2.1 Program Management Assistance: As part of and in support of the debris removal, processing and disposal services above, the Program Manager shall provide technical disaster recovery assistance to the City/Parish. The Program Manager shall assist the City/Parish in the identification and documentation of expenditures eligible for reimbursement by Federal and State agencies and in the submission of official request for Project Worksheet inspection.

The Program Manager shall prepare the City/Parish's recovery documentation plan and shall maintain the required documentation during the recovery process. The Program Manager shall provide training to the City/Parish's representatives on the requirements for quality and quantity of the claim documentation. The Program Manager shall be responsible for assuring that the required documentation is maintained and prepared. The Program Manager shall assist the City/Parish in providing community relations services that may include audio/visual presentation and fact sheets.

The Program Manager shall provide guidance to the City/Parish on issues involving Federal and State reimbursement, and assist the City/Parish in negotiations with Federal and State agencies. The Program Manager shall provide any other representation as may be reasonably required or requested by the City/Parish.

2.2 Reimbursement Assistance: The Program Manager shall provide assistance to the City/Parish in the City/Parish's effort for Federal and State reimbursement for the disaster event. The Program Manager

shall maintain and provide all records, disposal tickets, field inspection reports and other data sufficient to provide substantiation of Federal and State reimbursement applications.

3.0 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

The Proposer shall submit Weekly, Monthly and Quarterly Reports for the length of the program management services as defined within the Scope of Work.

4.0 Location

The location(s) (Project Area) the work/delivery/service is to be performed, completed and managed are all areas of the City of Baton Rouge, Parish of East Baton Rouge, and shall be inputted and track utilizing our GIS mapping system.

5.0 Proposal Elements

5.1 Financial

Prices proposed by the proposers should be submitted on the Pricing Schedule furnished herein as Attachment B-1.

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. Charges must, at a minimum, include the hourly rates for the positions/items listed on the Pricing Schedule in Attachment B-1.

5.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Provision for project tracking, including personnel assigned, project status, document storage and retention, contract management, and invoicing, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

5.3 SEDB Participation

Proposer should acknowledge DBE/MBE participation where applicable for both the work to be performed and equipment or supplies to be utilized ensuring that SEDB's are fully and properly participating in publicly-funded contracts and purchases for the ARP Drainage program.

6.0 Period of Agreement

This contract shall commence upon the issuance of a Notice to Proceed by the Department representative and shall continue for a twelve-month period. For the purposes of this RFP, the anticipated Notice to Proceed is August 30, 2021. The term of this contract shall begin on or about August 30, 2021, and shall extend through August 29, 2022. Contract shall have the option to renew, upon mutual agreement with all prices and conditions remaining the same, for four additional 1-year options to include contract year 2023, 2024, 2025 and 2026.

7.0 Payment

All work performed shall be paid at the unit prices in the pricing schedule, which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to complete the work. The Proposer may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

8.0 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B-1. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services.

10. Evaluation and Selection

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.

The evaluation committee will evaluate responsive RFP submissions on the following background and experience, technical criteria, and cost; award points up to the maximum points allocated; and provide an assessment.

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer.

This is a Multiple Stage solicitation.

Stage 1: Determination of Responsiveness

In Stage One of the process, the evaluation committee will review all proposals timely received to determine their responsiveness to the RFP. Non-responsive proposals (proposals that fail to conform to all material

respects of this RFP) will be disqualified from further consideration and will not move on to stage two.

The City reserves the right to disqualify any proposal for:

- (a) a violation of a requirement of this RFP, including significant deviations or exceptions;
- (b) unlawful or unethical conduct; or
- (c) a change in circumstances that, had the change been known at the time the proposal was submitted, would have caused the proposal to be disqualified or not have the highest score.

Proposals determined to be non-responsive (those not conforming to RFP requirements) will be eliminated.

Stage 2: Detailed Technical Evaluation

Stage Two will consist of a detailed evaluation of the proposals that have not been disqualified in Stage One. A committee will evaluate proposals against the weighted **Technical Criteria** identified in the RFP.

Each area of the evaluation criteria **Must** be addressed in detail in the proposal.

Only those Proposals that achieve 50 points of the possible Total Technical score of 70 points will proceed on to Stage 3: Cost Proposal Evaluation. Proposals with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to the categories listed below. Evaluation criteria dealing with these categories are also listed.

Qualifications and Experience (Possible 15 Points)

- Company's years of experience in disaster recovery and debris removal
- Company's experience as Prime Program Manager on disaster recovery and debris removal, including necessary license
- Experience in removal and disposal of hazardous material, HHW and bio-hazardous waste, including necessary license
- Experience in managing Storm Water maintenance, cleaning, or improvement projects.
- Experience and expertise in community relations
- List of references in related services
- Company's financial condition and stability demonstrated by audited financial statement

Resources and Availability (Possible 20 Points)

- Availability, quantity and type of personnel assigned to project
- Time required to mobilize project management team
- Resume of key personnel
- Subcontract plan including the percentage of work the Program Manager may subcontract
- Commitment to other emergency response contracts in LA and in the Gulf coast region
- Effort to utilize SEDB, Minority and Women owned businesses

Project Management (Possible 20 Points)

- Organization plan and chain of command

- Project management methods including data management, project tracking tools, and schedule controls
- Experience in supervising multiple crews and subcontractors
- Ability to communicate with City and team members during emergency

Socially and Economically Disadvantage Business Support / Initiative (Possible 15 Points)

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships (**MBE/SBE/WBE**) participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Program Managers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.wprd1.doe.louisiana.gov/OSP/LaPAC/ Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Program Manager did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Program Managers will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

If only one proposal receives the minimum score of 70%, the City reserves the right to reduce the minimum score requirement at its discretion. If the City chooses to reduce the minimum score requirement it shall be done in 5% increments until such time as the purchasing director determines in writing that no further reductions in the minimum score will be conducted. The determination shall include a justification for the reduction and the reason for the cessation of further reductions.

Stage 3: Cost Proposal Evaluation (Possible 30 Points)

Proposals successful in the Technical Evaluation will advance to Stage 3 Cost Proposal Evaluation as follows:

The proposed price for calculation is the total annual cost estimate based on the pricing schedule in Attachment B-1. The number of points earned equals the lowest proposal price divided by the vendor's proposal price and multiplied by 30 for the total number of points earned.

Examples:

Proposer No. 1

TOTAL ANNUAL COST - \$ 100,000

$\$100,000/\$100,000 = 1.00 \times 30 = 30$ points

Proposer No. 2

TOTAL ANNUAL COST - \$ 110,000

$\$100,000/\$110,000 = 0.91 \times 30 = 27.3$ points

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm.

The cost(s) provided in proposal response will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

Note: The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

11. Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

12. Contract Negotiations

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price adjustments. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract "Attachment D" and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

13. Ownership

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be

considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

“The data contained on page(s) XX and/or section(s) XX of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.”

If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City- Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – **“Redacted Copy”** – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

14. Legibility / Clarity

Responses to the requirements of this RFP in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

15. Effects

The City-Parish is not responsible for any cost associated with RFP development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

Changes, Addenda, & Withdrawals

The City-Parish reserves the right to change the schedule of events or issue addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **ARP Drainage Program Management Services**.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

Deliverables

The deliverables and structure listed in “Attachment A” are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Acceptance

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.

Order of Precedence

In the event of an inconsistency between the contract, the RFP, and/or the Proposer’s proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any), and finally, the Proposer’s proposal.

16. Required Attachments with Proposal

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- “Attachment B” Proposal Forms
- “Attachment B-1” Pricing Schedule – This attachment should be included with the cost/financial section of the proposal and submitted in a separate, sealed envelope.

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- “Attachment C” Insurance Requirements

17. Sample Agreement

The City-Parish supplies a sample professional services agreement in “Attachment D.”

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFP.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

18. Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer’s cost.

19. Proposal Submission Requirements

It shall be a requirement of the Proposer to demonstrate through its response to this RFP that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer’s response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

Submission Documents

Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [Original] **ARP Drainage Program Management Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [Copy] **ARP Drainage Program Management Services**, one (1) digitally signed proposal on CD/USB drive in PDF format,

marked **ARP Drainage Program Management Services**, and one (1) redacted copy of vendor's proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

1) **Title Page**

RFP number, **RFP NAME**, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.

2) **Table of Contents**

Clearly identify the materials by section, page number, and/or tabs.

3) **Letter of Transmittal (Limited to 5 Pages)**

State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

4) **Proposal's Contents**

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

- **Proposer Qualifications and Experience:** All Program Managers bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. Program Managers must hold an active commercial license issued by the Louisiana State Licensing Board for Contractors in the classification of one or more of the following classifications: **NON-HAZARDOUS WASTE TREATMENT & DISPOSAL (PREFERRED) or HIGHWAY STREET AND BRIDGE CONSTRUCTION, and must show their license number on the face of the sealed proposal envelope.**

This section should provide information on the Proposer's historical background and experience on storm water projects, including the Proposer's previous experience with proposed joint ventures and key Subcontractors. The Proposer's background should include: the number of years that the company has been in existence; the number of years the organization of the storm water program management has been in existence, and the Proposer's history and experience working with the proposed joint venture or major Subcontractors on storm water program management.

Each Proposer is required to submit with the Proposal certified supporting data regarding the Proposer's experience, qualifications, and suitability for the work to be performed including the following information, sworn to under oath by the Proposer, or, if a corporation, an authorized representative:

1. The Proposer should document his/her thorough understanding of the elements affecting the drainage maintenance and Program Management Services. The experience and expertise of contract managers and key personnel should be discussed.
2. The Proposer's disclosure should include his knowledge of the regulations affecting the removal and disposal of mixed debris.
3. The Proposer should document his expertise and experience in assisting governmental entities in securing permits for storm water drainage projects.
4. The City-Parish will verify past performance by contacting the client references provided. The Proposer must list a minimum of five separate and verifiable storm water program management projects and his respective clients. Clients listed must be for completed work on storm water program management projects. At least two of the client references shall be for a storm water program management project performed for a public or governmental agency. At least two of the client references shall be for storm water program management project performed as the lead Program Manager. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the joint venture, if applicable. Information on each client shall be provided in the following format:
 - Project/event title
 - Client name, address and telephone number
 - Contact person and telephone number
 - Location of project (if different than above)
 - Project team
 - Performance period
 - Approximate fee for services
 - Brief description of project
5. The Proposer shall submit the company's past two years of audited financial statements or annual reports to demonstrate its current financial condition and stability. The audited financial statements or annual reports shall be prepared by an outside certified public accounting firm for the Proposer covering two twelve-month periods ending December 31, 2019 and 2020 or the two most recent fiscal years. The City-Parish will maintain the confidentiality of such financial data to the extent allowed by law.
6. The successful Proposer shall submit annually the Company's audited financial statements to demonstrate the Program Manager's financial stability. Failure to provide such information on an annual basis within 30 days of the anniversary date of Contract may result in the termination of the Contract.
7. Availability of the contract managers and key personnel must be identified. The Proposer shall identify subcontractors and the intended scope of their work. The City-Parish expects personnel, subcontractors identified in the Proposal response to be available for work to complete services identified under this RFP. The Proposer must provide an estimate of the current workload and all future commitments to other storm water drainage project contracts. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects. The Proposer shall provide a list of all current contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida for similar storm water program management services. The Proposer must provide reasonable assurance that such contracts will not interfere with or preclude the Proposer from responding to the City-Parish. The Proposer shall disclose future contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida throughout the term of the Contract and provide reasonable

assurance that such obligations will not preclude the Proposer from meeting its obligations under this RFP.

8. The Proposer should describe the organizational structure, assigned liaison officer, plans to meet with the City-Parish at the location and times specified and the project management methods that are most appropriate to perform the Contract services outlined in the scope of services. The discussion should include: methods for communicating with team members and City-Parish management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The Proposer should also discuss the Proposer's staffing and ability to supervise multiple crews and subcontractors. This discussion should include the Proposer's project management methods that ensure the quality of the work being performed by the Proposer's crews and subcontractors.
 9. All Proposers hereunder must furnish satisfactory evidence to the City-Parish that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of this Contract and Contract Documents. Proposers shall provide personnel to manage the work that possess operating experience in performing storm water drainage program management services or other related debris removal and management services.
 10. Proposers who submit qualifications and experience information relying on personnel other than those directly employed by the Proposer shall provide evidence and assurance as may be required by the City-Parish that those personnel are in direct and daily management and control of the work required by these Contract Documents. Examples of such personnel are those from the Proposer's parent company, affiliates, joint venture, or other entity accepted by the City-Parish.
 11. Proposers shall inform the City-Parish of any and all instances wherein a program management contract, or any related services contract, held by the Proposer has been terminated or assigned to others prior to its contract expiration date. Proposer shall make available to the City-Parish any information regarding the nature and circumstances of the termination as the City-Parish may deem necessary.
 12. Proposers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Proposer's obligations under the Contract Documents.
- **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
 - **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration
 - **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
 - **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted with the proposal and should be in a separate, sealed envelope detached and separated, and shall include, but not limited to, Attachment B-1. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFP. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **ARP Drainage Program Management Services** and attend all factors applicable in a professional relationship.

20. Claims or Controversies

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. Protests with regard to the specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFP responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

21. Debriefing

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

22. Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer.

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

23. Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

24. Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

25. Minimum Scope of Insurance

The successful Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see "Attachment C").

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

26. Corporation Requirements

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

27. Proposer Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

28. Use of Sub-contractors

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Proposer acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Proposers are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the Prime Proposer under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Proposer shall assume total responsibility for compliance.

29. Civil Rights Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

30. Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

31. Audit of Records

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

32. Liability & Risk Management

Insurance

The successful Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement. The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

Indemnification

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however,

shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

33. Written or Oral Discussions / Presentation

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The City-Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

34. Payment for Services

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

35. Termination

Termination for Cause

The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

Termination for Lack of Appropriated Funds

Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

Termination for Convenience

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

36. Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

37. Funds Use

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

38. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed on the internet at www.sam.gov.

39. Independent Proposer

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any

capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

40. Conflict of Interest / Confidentiality

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

41. Use of City-Parish's Property

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

42. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

43. Force Majeure

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

44. Federal Clauses

The following clauses are mandatory if Federal Funds are utilized.

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City-Parish may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Proposer elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

Equal Employment Opportunity

During the performance of this Agreement, the Proposer agrees as follows:

- The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- The Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Proposer's legal duty to furnish information.
- The Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the Proposer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon and Copeland Anti-Kickback Act

The Proposer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, “Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with this statute, the Proposer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Proposer is required to pay wages not less than once a week.

The Proposer shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Proposer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

The Proposer is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Procurement Recovered Materials

Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts

The Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Proposer will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.



ATTACHMENT A NEEDED SERVICES & DELIVERABLES

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**
RFP number, RFP NAME, the name of your firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal (Limited to 5 Pages)**
State your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s). The person signing the proposal must be a current corporate officer, partnership member, or other individual that has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.
- 4) **Proposal's Contents**
Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein:

Proposer Qualifications and Experience: All Program Managers bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. Program Managers must hold an active commercial license issued by the Louisiana State Licensing Board for Contractors in the classification of one or more of the following classifications: **NON-HAZARDOUS WASTE TREATMENT & DISPOSAL (PREFERRED) or HIGHWAY STREET AND BRIDGE CONSTRUCTION, and must show their license number on the face of the sealed proposal envelope.**

This section should provide information on the Proposer's historical background and experience on storm water projects, including the Proposer's previous experience with proposed joint ventures and key Subcontractors. The Proposer's background should include: the number of years that the company has been in existence; the number of years the organization of the storm water program management has been in existence, and the Proposer's history and experience working with the proposed joint venture or major Subcontractors on storm water program management.

Each Proposer is required to submit with the Proposal certified supporting data regarding the Proposer's experience, qualifications, and suitability for the work to be performed including the following information, sworn to under oath by the Proposer, or, if a corporation, an authorized representative:

1. The Proposer should document his/her thorough understanding of the elements affecting the drainage maintenance and Program Management Services. The experience and expertise of contract managers and key personnel should be discussed.
2. The Proposer's disclosure should include his knowledge of the regulations affecting the removal and disposal of mixed debris.
3. The Proposer should document his expertise and experience in assisting governmental entities in securing permits for storm water drainage projects.
4. The City-Parish will verify past performance by contacting the client references provided. The Proposer must list a minimum of five separate and verifiable storm water program management projects and his respective clients. Clients listed must be for completed work on storm water program management projects. At least two of the client references shall be for a storm water program management project performed for a public or governmental agency. At least two of the client references shall be for storm water program management project performed as the lead Program Manager. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the joint venture, if applicable. Information on each client shall be provided in the following format:
 - Project/event title
 - Client name, address and telephone number
 - Contact person and telephone number
 - Location of project (if different than above)
 - Project team
 - Performance period
 - Approximate fee for services
 - Brief description of project
5. The Proposer shall submit the company's past two years of audited financial statements or annual reports to demonstrate its current financial condition and stability. The audited financial statements or annual reports shall be prepared by an outside certified public accounting firm for the Proposer covering two twelve-month periods ending December 31, 2019 and 2020 or the two most recent fiscal years. The City-Parish will maintain the confidentiality of such financial data to the extent allowed by law.
6. The successful Proposer shall submit annually the Company's audited financial statements to demonstrate the Program Manager's financial stability. Failure to provide such information on an annual basis within 30 days of the anniversary date of Contract may result in the termination of the Contract.
7. Availability of the contract managers and key personnel must be identified. The Proposer shall identify subcontractors and the intended scope of their work. The City-Parish expects personnel, subcontractors identified in the Proposal response to be available for work to complete services identified under this RFP. The Proposer must provide an estimate of the current workload and all future commitments to other storm water drainage project contracts. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects. The Proposer shall provide a list of all current contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida for similar storm water program management services. The Proposer must provide reasonable assurance that such contracts will not interfere with or preclude the Proposer from responding to the City-Parish. The Proposer shall disclose future contractual obligations within Louisiana, Mississippi, Alabama, Texas and Florida throughout the term of the Contract and provide reasonable assurance that

such obligations will not preclude the Proposer from meeting its obligations under this RFP.

8. The Proposer should describe the organizational structure, assigned liaison officer, plans to meet with the City-Parish at the location and times specified and the project management methods that are most appropriate to perform the Contract services outlined in the scope of services. The discussion should include: methods for communicating with team members and City-Parish management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The Proposer should also discuss the Proposer's staffing and ability to supervise multiple crews and subcontractors. This discussion should include the Proposer's project management methods that ensure the quality of the work being performed by the Proposer's crews and subcontractors.
 9. All Proposers hereunder must furnish satisfactory evidence to the City-Parish that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of this Contract and Contract Documents. Proposers shall provide personnel to manage the work that possess operating experience in performing storm water drainage program management services or other related debris removal and management services.
 10. Proposers who submit qualifications and experience information relying on personnel other than those directly employed by the Proposer shall provide evidence and assurance as may be required by the City-Parish that those personnel are in direct and daily management and control of the work required by these Contract Documents. Examples of such personnel are those from the Proposer's parent company, affiliates, joint venture, or other entity accepted by the City-Parish.
 11. Proposers shall inform the City-Parish of any and all instances wherein a program management contract, or any related services contract, held by the Proposer has been terminated or assigned to others prior to its contract expiration date. Proposer shall make available to the City-Parish any information regarding the nature and circumstances of the termination as the City-Parish may deem necessary.
 12. Proposers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Proposer's obligations under the Contract Documents.
- **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
 - **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration
 - **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
 - **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted with the proposal and should be in a separate, sealed envelope detached and separated, and shall include, but not limited to, Attachment B-1. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish.

- All required attachments indicating authority which are acceptable to the public entity (to be submitted along with both the electronic and hardcopy proposal submissions).

Proposers should ensure to notate clearly the name of the Proposer, the number, and the title of the RFP. This information is critical to the Purchasing Division to identify proposals.

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **ARP Drainage Program Management Services** and attend all factors applicable in a professional relationship.



ATTACHMENT B
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **August 10, 2021, at 2:00 P.M.** local time, at the following location:

City Hall Building
Division of Purchasing
222 St. Louis Street, Room #826
Baton Rouge, LA 70802

PROPOSAL OF _____

ADDRESS _____

DATE _____

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

“ARP Drainage Program Management Services”

As set forth in the following Contract Documents:

- (1) Notice to Proposers
- (2) The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
- (3) Proposal Forms with Attachments
- (4) Agreement
- (5) The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about August 30, 2021, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in the lump sum are to be included with the proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(Signature)

(Typed Name)

***THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

***IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this ____ day of _____, 20____, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, Parish of East Baton Rouge, Louisiana.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____, domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

Secretary

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____ receiving value for services rendered in connection with a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of
_____ 20 _____
Baton Rouge, Louisiana.

NOTARY PUBLIC

day of _____



ATTACHMENT B-1
PRICING SCHEDULE
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

PROPOSER'S VENDOR NAME

***This form should be incorporated into the cost/financial portion of the proposal which should be sealed in a separate envelope marked "Proposed Costs & Fees."**

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to, **Labor & Staffing; Services, Procedures, & Products; and All Other Elements of Cost.**

Item No.	Item Description	Quantity	Units	Unit Price	Extended Amount
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

TOTAL BID COST: _____



ATTACHMENT C
INSURANCE REQUIREMENTS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

PROPOSER'S AND SUB-CONTRACTOR'S INSURANCE: The successful Proposer and any sub-contractor shall carry and maintain, at Proposer's expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

- | | | | |
|----|---|--------------------------------------|----------------------------|
| A. | Commercial General Liability | General Aggregate
Each Occurrence | \$2,000,000
\$1,000,000 |
| B. | Business Auto Policy
Any Auto; or Owned, Non-Owned, & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

The Certificate Holder should be shown as:

City of Baton Rouge, Parish of East Baton Rouge
Attn: Purchasing Division
P.O. Box 1471
Baton Rouge, LA 70821

NOTE TO PROPOSERS:

- (1) **The successful Proposer shall be required to submit evidence of these Insurance Requirements prior to contract initiation.**
- (2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



ATTACHMENT D
SAMPLE CONTRACT
PROGRAM MANAGEMENT SERVICES FOR THE CLEANING AND
IMPROVEMENTS TO EAST BATON ROUGE PARISH STORM WATER
CONVEYANCE STRUCTURES

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

This contract, made and entered into at Baton Rouge, Louisiana, effective this ____ day of _____, 2021, by and between the City of Baton Rouge, Parish of East Baton Rouge, herein referred to as City-Parish, and _____, herein referred to as "Proposer."

Proposer shall provide professional services as described herein for PROGRAM MANAGEMENT SERVICES FOR THE CLEANING AND IMPROVEMENTS TO EAST BATON ROUGE PARISH STORM WATER CONVEYANCE STRUCTURES

Proposer agrees to proceed, upon written notice of the Purchasing Division, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All services required hereunder will be performed by Proposer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Proposer for this project shall be as follows:

The Scope of Services are as defined per the RFP, attached, and made a part of this agreement.

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Proposer change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, if any, Proposer shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Proposer or their representatives at conferences and public hearings, are to be furnished at the expense of Proposer.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City-Parish will furnish the Proposer without charge all information which it has in its files which may be useful to the Proposer in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City-Parish shall pay and Proposer agrees to accept compensation for the professional services to be performed under this contract, at the rates agreed, attached, and made a part of the contract.

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

CONTRACT TIME: The term of this contract shall begin on or about August 30, 2021, and shall extend through August 29, 2022. Contract shall have the option to renew, upon mutual agreement with all prices and conditions remaining the same, for four additional 1-year options to include contract year 2023, 2024, 2025 and 2026.

COMMENCEMENT OF WORK: No work shall be performed by Proposer and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Proposer and all required approvals are obtained.

OWNERSHIP OF DOCUMENTS: The Proposer shall maintain full and accurate records with respect to all matters covered under this agreement. The City-Parish shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, and activities. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Proposer to City-Parish, at Proposer's expense, at termination or expiration of this contract.

The Proposer shall maintain all records related to this agreement for a period of at least five (5) years after contract this contract ends.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within 30 days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time without cause by giving 30 days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days' notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days' notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three-year period, and neither party shall have any further obligation to the other party.

TERMINATION FOR LACK OF APPROPRIATED FUNDS: The City-Parish may terminate this agreement for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. For services funded by grants, the City-Parish shall have the right to terminate the contract or any issued task order for which funding is terminated.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Proposer shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Contractors under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Proposer shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Proposer shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Proposer agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Proposer, its agents, employees and insurer(s) hereby release the City-Parish, its agents, and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Proposer, its agents, or insurers may sustain incidental to or in any way related to Proposer's operations under this Agreement.

PERSONAL INTEREST: Proposer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Proposer further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Proposer shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Proposer is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Proposer agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the

Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Proposer shall comply with the Federal Requirements. Proposer shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts and records directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the City-Parish and made available to the Proposer in order to carry out this contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City-Parish. The identification of all such confidential data and information as well as the City-Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City-Parish in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the City-Parish to be adequate for the protection of the City-Parish's confidential information, such methods and procedures may be used, with the written consent of the City-Parish, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years from contract close-out.

ORDER OF PRECEDENCE: The Request for Proposal (RFP), dated _____, and the Proposer's Proposal, dated _____, are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP, and/or the Proposer's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any), and finally, the Proposer's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

- (1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.
- (2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. PROPOSER acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the PROPOSER agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
 - (a) Failure of the PROPOSER to meet the mobilization requirements under this AGREEMENT: \$250.00 per calendar day.
 - (b) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to PROPOSER for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by PROPOSER under the AGREEMENT, during the performance of the AGREEMENT, PROPOSER shall comply with the Equal Employment Opportunity Clause (41CFR 60-1.4(b)):

1. PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. PROPOSER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. PROPOSER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. PROPOSER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the PROPOSER'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the PROPOSER may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or contractor. PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT:

Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Hazard Mitigation Assistance Guidance, Part VI. D.9, page 88;

Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, PROPOSER shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or Grants from the United States"). The Act provides that the Contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

- (a) PROPOSER shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- (b) PROPOSER or sub-contractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate Instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The PROPOSER shall be responsible for the compliance by any sub-contractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a Proposer and sub-contractor as provided in 29 C.F.R. §5.12.

(C) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40

U.S.C. 3702 of the Act, each Proposer and its sub-contractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (1) Overtime requirements. No Proposer or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clause set forth in paragraph (I) of this section, the Proposer and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.
- (3) Withholding for Unpaid Wages and Liquidated Damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) The Proposer and sub-contractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts.

(D) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326
Appendix 11 to Part 200 (F))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

(E) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326
Appendix II to Part 200 (G))

PROPOSER shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROPOSER shall include the foregoing requirements in each subcontract exceeding \$100,000.

(F) ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT, PROPOSER shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

(G) DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

1. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the PROPOSER is required to verify that none of the Proposer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

PROPOSER must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, PROPOSER must complete and submit the Certification Regarding Lobbying Form.

(H) PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

1. In the performance of this contract, the Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.

3. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

(I) AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the PROPOSER subcontract any of the work under this AGREEMENT, PROPOSER shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(J) ACCESS TO RECORDS

1. PROPOSER agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Proposer which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
2. PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. PROPOSER agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(K) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by PROPOSER under the AGREEMENT, the PROPOSER will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(L) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, PROPOSER, or any other party pertaining to any matter resulting from the contract.

(M) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER'S actions pertaining to this contract.

Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Louisiana, except as specifically noted.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Proposer have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE

By _____

Title _____
Typed Name and Title

PROPOSER:

By _____

Title _____
Typed Name and Title